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19 FIREMAN'S FUND INSURANCE COMPANY

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISO DIVISION

29 FIREMAN'S FUND INSURANCE COMPANY,

30 Case No.:

31 Interpleader,

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COMPLAINT IN INTERPLEADER AND DECLARATORY RELIEF

Interpleader - Plaintiff, FIREMAN'S FUND INSURANCE COMPANY ("Interpleader" or "Fireman's Fund") files this Complaint in Interpleader and Declaratory Relief ("Interpleader Complaint") and requests a judgment declaring the rights and obligations of the Defendants under Interpleader's farm policy issued to its named insured Arciero & Sons Inc. ("Arciero & Sons") and applicable law, and granting Interpleader the right to interplead parties and deposit into the registry of the Court its policy limit that is the subject of competing claims by Defendants. Interpleader files this Interpleader Complaint with this U.S. Bankruptcy Court in light of the pending Chapter 11 Bankruptcy filed on or about January 29, 2019 in this court by Defendant Debtors PACIFIC GAS & ELECTRIC COMPANY and PG&E CORPORATION (collectively "Debtor Defendants PG&E") under Case No. 19-30088 (DM) (Lead Case) (the "Debtor PG&E Bankruptcy Case").

Pursuant to Rule 7008-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Northern District of California, Interpleader consents to the entry of a final judgment or order with respect to this proceeding.

Interpleader is informed and believes and thereupon alleges the following:

PARTIES

1. Interpleader is a corporation organized under the laws of the State of California and is authorized to conduct its insurance business in the State of California issued a farm liability policy to Arciero & Sons Inc. (“Arciero & Sons”) under policy number FRM06699009 (the “Policy”) and now confronts claims by the Defendants which potentially exceed the \$1 million policy limit of Interpleader’s Policy issued to the Arciero & Sons. Interpleader seeks to interplead its \$1 million policy limit with the court so that the court can facilitate a fair and just distribution of the Policy among the Defendants. Attached to this complaint as Exhibit “A” and incorporated by reference are relevant portions of the Policy.

2. Defendants PACIFIC GAS & ELECTRIC COMPANY and PG&E CORPORATION (collectively “PG&E”) is a Debtor in the referenced bankruptcy case pending before the United States Bankruptcy Court, Northern District of California, San Francisco Division, under Case No. 19-30088 (DM) (Lead Case) (the “Debtor PG&E Bankruptcy Case”). PG&E were corporations authorized to

1 do business and doing business in the State of California, with their principal place of business in the
2 County of San Francisco, State of California. Defendant PG&E CORPORATION is an energy-based
3 holding company headquartered in San Francisco. It is the parent company of Defendant PACIFIC
4 GAS & ELECTRIC COMPANY. PG&E CORPORATION and PACIFIC GAS & ELECTRIC
5 COMPANY may each be served through their agent for service of process, Brian M. Wong, 77 Beale
6 Street, 30th Floor, San Francisco, CA 94105.

7 3. Defendant CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
8 PROTECTION (“CAL FIRE”) was and is a duly organized State entity, existing under the California
9 State Constitution and applicable statutes of the State of California. CAL FIRE may be served at its
10 Sacramento Headquarters, 1416 9th Street, Sacramento, California 94244-2460.

11 4. Defendant WILLIAM CHAIDES (hereinafter “WILLIAM CHAIDES”) is an
12 individual, domiciled within the State of California, and his residence is within the County of San
13 Luis Obispo, State of California. WILLIAM CHAIDES may be served at 1020 Hwy 46 East,
14 Shandon, California 93461.

15 5. Defendant SCOTT HUTCHINS (hereinafter “SCOTT HUTCHINS”) is an individual,
16 domiciled within the State of California, and his residence is within the County of San Luis Obispo,
17 State of California. SCOTT HUTCHINS is represented by counsel, Charles Daugherty, Law Offices
18 of Charles V. Daugherty, P.O. Box 88, San Miguel, California, 93451.

19 6. Defendant O. HOPPER INC. (hereinafter “O’HOPPER”) is a corporation organized
20 and existing pursuant to the laws of the State of California and maintains its principal place of
21 business within the County of San Luis Obispo, State of California. O. HOPPER INC. may be served
22 through its agent for service of process, Kathleen Beasley, 11975 Arno Road, Wilton, California
23 95693

24 7. Defendant WHITE RANCH COMPANY (hereinafter “WHITE RANCH
25 COMPANY”) is a company organized and existing pursuant to the laws of the State of California
26 and maintains its principal place of business within the County of San Luis Obispo, State of
27 California. WHITE RANCH COMPANY may be served at 1260 McMillan Canyon Road, Shandon,
28 California 93461.

8. Defendant TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (hereinafter "TRAVELERS") is a company organized under the laws of the State of Connecticut and is authorized to conduct its insurance business in the State of California. Travelers issued an insurance policy to WHITE RANCH COMPANY and is named as a Defendant on the basis and to the extent it has or will make subrogation claims as the insurer of WHITE RANCH COMPANY. TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA may be served through its agent for service of process "Corporation Service Company which will do business in California as CSC - Lawyers Incorporating Service", 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833. TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA is represented by counsel, Karen-Denise Lee, Law Offices of Diederich & Associates, P.O. Box 64093, St. Paul, Minnesota 55164.

9. The true names and capacities, whether individual, corporate, associate or otherwise, of defendant DOES 1 through 20, inclusive, are unknown to Interpleader who therefore sues said defendants by such fictitious names. Interpleader is informed and believes and therefore alleges that each of the defendants designated herein as a DOE is legally responsible in some manner for the events and happenings referred to herein. Interpleader is informed and believes and thereon alleges that DOES 1 through 20 are residents and citizens of the State of California.

JURISDICTION AND VENUE

10. Due to the Debtor PG&E Bankruptcy Case, this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b), (e)(1), and 1335. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

11. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

12. The legal predicates for the relief requested herein are Bankruptcy Code sections 105(a), 363, 541, 546, 1107(a), and 1108. This interpleader proceeding has been commenced in accordance with 28 U.S.C. § 1335 and Rule 22 of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rule 7022 of the Federal Rules of Bankruptcy Procedure.

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BACKGROUND

13. Interpleader issued a farm liability policy to Arciero & Sons Inc. ("Arciero & Sons") under policy number FRM06699009 (the "Policy"). The effective dates for the Policy is July 1, 2018 to July 1, 2019. The Policy contains a \$1,000,000 per "occurrence" limit for "property damage."

14. On or about June 12, 2019, Interpleader understands that Guadencio Casillas, who was leasing land from Arciero & Sons, allegedly accidentally started a fire while using a hay harvester on the land owned by Arciero & Sons (“Fire”).

15. Defendants have each submitted a claim to Arciero & Sons and/or Interpleader regarding the Fire. The claims by the Defendants potentially exceed the Policy limit of \$1,000,000 for the Fire. To date, no lawsuit has been filed against Arciero & Sons regarding the Fire.

16. Interpleader is unable to determine the validity of the competing demands made by Defendants resulting from the Fire, and cannot determine how to allocate the Policy among the Defendants. As a consequence of the multiple and competing claims by Defendants, Interpleader cannot itself determine which claim or claims take priority, and is thus exposed to the potential for liability in excess of the limit of the Policy.

17. Interpleader has filed this Interpleader Complaint in good faith without any collusion with any of the parties hereto, in order to facilitate the fair and just distribution of the Policy among these competing claimants.

18. Debtor Defendants PG&E advised that the Fire caused damage to its electric poles but PG&E has not yet provided information regarding their damages to Interpleader. Debtor Defendants PG&E initially advised Interpleader that PG&E's potential claim could be up to \$1 million depending upon the number of poles damaged and to what extent the electric poles were damaged. Interpleader has requested Debtor Defendants PG&E's damages but to date Debtor Defendants PG&E have not completed their investigation of the Fire.

19. Defendant CAL FIRE advised that it has incurred fire suppression fees and costs as a result of the Fire and seeks reimbursement from Interpleader. On or about June 5, 2020, CAL FIRE submitted is “Letter of Demand” on Arciero Farms, Inc. for the Fire in the amount of \$435,569.30 for suppressing and investigating the fire.

20. Defendant WILLIAM CHAIDES submitted a claim to Interpleader with regard
damage to his property resulting from the Fire for approximately \$67,905.16.

21. Defendant O. HOPPER INC. submitted a claim to Interpleader with regard damage to its property resulting from the Fire for approximately \$75,050.00.

22. Defendant SCOTT HUTCHINS submitted a claim to Interpleader with regard damage to his property resulting from the Fire for approximately \$117,548.27.

23. Defendant WHITE RANCH COMPANY submitted a claim to Interpleader with regard damage to its property resulting from the Fire for approximately \$95,000.

24. Defendant TRAVELERS issued a policy to Defendant WHITE RANCH COMPANY and seeks reimbursement in subrogation for monies paid to DEFENDANT WHITE RANCH COMPANY under the TRAVELERS policy with regard to the Fire. TRAVELERS submitted a claim to Interpleader for approximately \$132,082.00 in subrogation on behalf of its insured, DEFENDANT WHITE RANCH COMPANY.

25. Due to the competing claims by Defendants, which may potentially exceed the \$1 million policy limit of Interpleader's Policy issued to Arciero & Sons, Interpleader files this interpleader to seek to deposit its Policy limit with the Court to allow the Court to facilitate a fair and just distribution of the Policy limit among the Defendants.

FIRST CAUSE OF ACTION

(INTERPLEADER - 28 U.S.C. § 1335 and Rule 7022, Fed.R.Bankr.P)

(Against All Defendants and DOES 1-20)

26. Interpleader incorporates by this reference each and every allegation of paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

27. Interpleader issued the Policy to its named insured Arciero & Sons. Interpleader is in possession of the \$1,000,000 Policy limit.

28. Defendants have each submitted a claim to Arciero & Sons and/or Interpleader regarding the Fire.

29. Interpleader is unable to determine the validity of the competing demands made by Defendants resulting from the Fire, and cannot determine how to allocate the Policy among the

1 competing claims by the Defendants. The claims by the Defendants potentially exceed the Policy
2 limit of \$1,000,000 for the Fire.

3 30. Defendants Does 1-20, inclusive, are believed to be additional persons or entities who
4 may have sustained injuries or losses from the Fire and who may submit a claim to Interpleader,
5 implicating the Policy.

6 31. Pursuant to the terms of the Policy, Interpleader's maximum potential liability to all
7 of the Defendants and/or any other claimants is the \$1,000,000 per "occurrence" limit for "property
8 damage" under the Policy. Consequently, the potential liability of Interpleader to each of the
9 Defendants and the DOES herein is limited to their share of the Policy, or as the Court shall determine.

10 32. As a consequence of the multiple and competing claims by Defendants and/or other
11 claimants, Interpleader cannot itself determine which claim or claims take priority, and is thus
12 exposed to the potential for liability in excess of the limit of the Policy.

13 33. Interpleader has filed this Interpleader Complaint in good faith without any collusion
14 with any of the parties hereto, in order to facilitate the fair and just distribution of the Policy among
15 thee competing claimants.

16 34. Therefore, it is necessary to restrain the filing or prosecution of all such actions, except
17 this action, which have been or may be commenced against Interpleader in order to prevent
18 Interpleader from facing vexatious litigation with respect to the Policy limit in its possession.

19 35. Interpleader claims no interest in the \$1 million Policy limit other than its attorney's
20 fees as allowed by statute. Interpleader has retained the law firm of Wilson Elser Moskowitz Edelman
21 & Dicker LLP to protect its interests and prosecute this Interpleader Complaint, and pursuant to
22 statute, Interpleader is entitled to recovery of the attorney's fees and costs incurred herein, subject to
23 proof made to this Court.

24 36. Concurrently with filing this complaint, Interpleader shall move the Court for leave to
25 deposit into the Court's registry the \$1 million policy limit under the Policy with the Court.

26 37. Interpleader has incurred costs and reasonable attorneys' fees in connection with these
27 proceedings and may incur additional costs and fees hereafter.

28 ///

SECOND CAUSE OF ACTION

DECLARATORY RELIEF

Declaratory Judgment Pursuant to 28 U.S.C. § 2201(a)

(Against All Defendants and DOES 1-20)

38. Interpleader incorporates by this reference each and every allegation of paragraphs 1 through 37, inclusive, of this Complaint as though fully set forth herein.

39. The Court has jurisdiction pursuant to 28 U.S.C. § 2201, upon the filing of an appropriate pleading, to declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration will have the force and effect of a final judgment or decree and be reviewable as such.

40. Interpleader seeks to have this Court declare the rights and obligations of the parties regarding the amounts due each Defendant under the Policy.

41. Interpleader requests that in any order granting the relief requested, it be discharged and held harmless on this interpleader with respect to all persons, entities, parties claiming entitled to the Policy, including all persons who might assert a claim to the Policy.

42. An actual controversy has arisen between the parties hereto with respect to the amounts due, if any, under the Policy. Interpleader is entitled to have this Honorable Court decide the obligations of Interpleader and Defendants and each of them and to have this court render its judgment of declaratory relief regarding the amounts due under the Policy to each Defendant, if any.

WHEREFORE, Interpleader prays for judgment as follows:

(1) That this Court decree that the Interpleader Complaint is properly filed and that this is a proper cause for interpleader;

(2) That the Clerk of this Court accept the funds interpledged by this action and to deposit the same into the Court's registry held in an interest bearing account:

(3) That Defendants and each of them be ordered to interplead and litigate their claims among themselves as to their rights under the Policy identified herein;

(4) That Interpleader be discharged from liability as to each of said Defendants with respect to the Policy;

(5) That all Defendants and adverse claimants be restrained from instituting or further prosecuting any other action in any state court against the Interpleader involving the Policy;

(6) That this court enter its judgment of declaratory relief regarding the amounts due under the aforementioned Policy, if any;

(7) That Interpleader be awarded costs and reasonable attorneys' fees to be paid to Interpleader from the funds deposited with the Court Clerk as aforesaid;

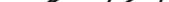
(8) That should, for whatever reason, the valid claims among Defendants not meet the insurance Policy proceeds to be deposited, the excess be returned to Interpleader;

(9) That having deposited the policy limit under the Policy with the Clerk of the Court, Interpleader be discharged from all liability to Defendants, and each of them, in this action or under the Policy; and

(10) For such other and further relief as the Court deems just.

Dated: June 12, 2020

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

By: 

Paul S. White

Linda Tai Hoshide

Michael K. Brisbin

Attorneys for Interpleader,

FIREMAN'S FUND INSURANCE COMPANY

EXHIBIT A



Coverage is provided in the following company:
Fireman's Fund Insurance Company
Novato, CA 94998
A Stock Insurance Co. (01)

Multiguard Farm & Ranch Policy

GENERAL POLICY DECLARATIONS:

Policy Number: **FRM06699009** Code: **04-108-492-02**
Producer Name: **JAMES G. PARKER INS. ASSOC**
PO BOX 3947
FRESNO, CA 93650

Direct Bill Account Number: **SWF720082**

Named Insured and Mailing Address:

Arciero & Sons Inc
Eagle Valley Development Co
Fallingstar Homes Inc
27231 Burbank ,
Jaclynn Defazio
Foothill Ranch , CA 92610-2500

(Named Insureds are continued following the Premium Summary section of these General Declarations)
Previous Policy Number(s): **FRM06686138**

Named Insured is a(n): Corporation

Farming or other operations of the Named Insured: Olives, Grapes, Avocado

This Policy Does Not Contain Earthquake Coverage

This policy contains the following sections:

FARM PROPERTY COVERAGE FORM(S)
CGL COVERAGE FORM(S)

Please Read Your Policy Carefully. This Table of Contents and the individual coverage forms Quick References contained herein provide only a brief outline of some of the important features of your policy. They are not insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and us. **It is therefore important that you read your policy.**

The Policy Period (for the above coverages) is
from **07/01/2018** to **07/01/2019**
12:01 A.M. Standard Time at the Named Insured's address stated above

PREMIUM SUMMARY

Estimated Annual Premium:

Premium due at Inception:

This policy may be subject to Premium Adjustment per Policy Terms.

This policy is to be billed on Direct Bill Plan Ten Pay (SD).
A \$10.00 service charge will be added to each installment invoice

(Named Insured continued)

F.A.R. Investments Inc
 Diamond Creek LLC
 Arciero Vineyard Group LLC
 Arciero Farms - A California Corporation
 Arciero Ranches - A General Partnership

LOCATION OF PREMISES

Applicable to coverages specified in these descriptions.

	Acres	Section	Township	Range	County
Loc. 1	480				SAN LUIS OBISPO
Description:	Arciero Ranches			Address:	1950 Hwy 46 East
City:	Shandon	State:	CA	Zip:	93461
Miles to Fire Station:	4 mile(s)			Feet to Hydrant:	1001 Feet or More
Loc. 2	6				SAN LUIS OBISPO
Description:	Vacant Land			Address:	303 N 8th Street
City:	Shandon	State:	CA	Zip:	93461
Miles to Fire Station:	0 mile(s)			Feet to Hydrant:	
Loc. 3	1				SAN LUIS OBISPO
Description:	F.A.R.			Address:	1211 Toby Way Hwy 41
City:	Shandon	State:	CA	Zip:	93461
Miles to Fire Station:	0 mile(s)			Feet to Hydrant:	
Loc. 4	10				SAN LUIS OBISPO
Description:	Fallingstar			Address:	828 Toby Way Hwy 41
City:	Shandon	State:	CA	Zip:	93461
Miles to Fire Station:	1 mile(s)			Feet to Hydrant:	1001 Feet or More
Loc. 5	109				LOS ANGELES
Description:	Arciero & Sons			Address:	Halsey Canyon
City:	Los Angeles	State:	CA	Zip:	90000
Miles to Fire Station:	0 mile(s)			Feet to Hydrant:	
Loc. 6	88				RIVERSIDE
Description:	Eagle Development			Address:	W of La Sierra Ave & No Cajalco Rd
City:	Eagle Valley	State:	CA	Zip:	92881
Miles to Fire Station:	0 mile(s)			Feet to Hydrant:	
Loc. 7	18				SAN LUIS OBISPO
Description:	Fallingstar			Address:	Hwy 41 and Hazard
City:	Shandon	State:	CA	Zip:	93461
Miles to Fire Station:	0 mile(s)			Feet to Hydrant:	
Loc. 8	160				SAN LUIS OBISPO
Description:	Fallingstar			Address:	1990 Hwy 46 East
City:	Shandon	State:	CA	Zip:	93461
Miles to Fire Station:	3 mile(s)			Feet to Hydrant:	1001 Feet or More

FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION

GENERAL PROVISIONS

134213 11 10	145920 01 06	145925 01 06	145985 06 14
IL 00 03 09 08	IL 00 17 11 98	IL 00 21 09 08	IL 01 03 09 07
IL 01 04 09 07	IL 02 70 09 12	IL 70 05 12 96	

FARM PROPERTY

134216 11 10	FP 00 12 01 98	FP 00 13 01 98	FP 00 14 01 98
FP 00 90 01 98	FP 01 37 02 07	FP 10 60 01 98	FP 12 10 01 98
FP 12 11 01 98	FP 74 01 11 10	FP 74 35 11 99	FP 74 36 05 15 CA
FP 74 71 11 99	FP 74 72 08 07	FP 90 17 01 02	FP 90 18 01 02

CGL FARM LIABILITY

145917CA 06 04	CG 00 01 04 13	CG 21 32 05 09	CG 21 46 07 98
CG 32 34 01 05 CA	CG 70 93 12 92	CG 71 55 10 01	FL 01 16 09 94
FL 04 12 01 98	FL 10 01 09 94	FL 10 20 12 02	FL 84 01 08 13
FL 84 02 08 13	FL 84 06 11 99	FL 84 11 08 13	FL 84 88 02 96
FL 90 53 11 99			

GENERAL PROVISIONS FORMS AND ENDORSEMENTS

Orchard and Vineyard Growers - Special Coverage - 134213 11 10**Exclusion of Terrorism - 145920 01 06****Exclusion of Terrorism - 145925 01 06****Economic or Trade Sanctions Compliance - 145985 06 14****Calculation of Premium - IL 00 03 09 08****Common Policy Conditions - IL 00 17 11 98****Nuclear Energy Exclusion - IL 00 21 09 08****California Changes - Actual Cash Value Endorsement - IL 01 03 09 07****California Changes Endorsement - IL 01 04 09 07****California Changes - Cancellation and Nonrenewal Form - IL 02 70 09 12****Amendment of Policy - Additional Condition - IL 70 05 12 96**

Countersignature: _____

Producer: JAMES G. PARKER INS. ASSOC
PO BOX 3947
FRESNO, CA 93650
Date: 09/26/2018

Code: 0410849202

COVERAGES A, B & C (CGL and BASIC FARM PREMISES LIABILITY)

Insurance is provided only for those coverages, as defined and limited in the policy,

Insured Locations: All Locations Described in the GENERAL POLICY DECLARATIONS

Coverage Provided

		Limits of Insurance
General Aggregate Limit (Other Than Products - Completed Operations)		\$2,000,000
Products - Completed Operations Aggregate Limit		\$2,000,000
Personal and Advertising Injury Limit		\$1,000,000
Each Occurrence Limit		\$1,000,000
Fire Damage Limit	Any one Fire	\$500,000
Medical Expense Limit	Any one Person	\$10,000

CGL AND BASIC FARM PREMISES LIABILITY FORMS AND ENDORSEMENTS

Products NOC

Exposure: \$3,605,000

Exclusion - Designated Operations - CG 71 55 10 01

Description of Your Operations: All residential and commercial development and construction.

Personal Liability - FL 04 12 01 98

Individuals listed in the Policy Declarations to which Personal Liability Coverage applies:

Farm Liability Coverage for Recreational Vehicles - FL 84 06 11 99

A. Owned Recreational Vehicles (Excluding Watercraft and Trailers)				
Item	Year / Make / Model	ID Number	CC's/CI's	Horse Power
1	2016 Polaris Sportsman	4XASEA452GA587562	450	0

California Changes - Workers' Compensation Residence Employees - FL 84 88 02 96

Limited Agricultural Pollution Amendment - FL 90 53 11 99

Limit of Liability: \$1,000,000

Silica Particles Exclusion - California - 145917CA 06 04

Communicable Disease Exclusion - CG 21 32 05 09

Abuse Or Molestation Exclusion - CG 21 46 07 98

California Changes - CG 32 34 01 05 CA

Complete Asbestos Exclusion - CG 70 93 12 92

Exclusion - Migrant And Seasonal Agricultural Worker Protection Act - FL 01 16 09 94

Exclusion - Employment-Related Practices - FL 10 01 09 94

Exclusion - War Liability Exclusion - FL 10 20 12 02

Multiguard Farm and Ranch Liability Amendatory Endorsement Extensions of Coverage - FL 84 01 08 13

Multiguard Farm and Ranch Liability Amendatory Endorsement - Common Policy Definitions - FL 84 02 08 13

Basic Farm Premises Liability - FL 84 11 08 13

Exclusion of Terrorism – 145920 01 06

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage
Liquor Liability Coverage
Owners and Contractors Protective Liability Coverage
Pollution Liability Coverage
Products/ Completed Operations Liability Coverage
Railroad Protective Liability Coverage
Underground Storage Tank Liability Coverage
Errors and Omissions Liability Coverage
Professional Liability Coverage
Directors and Officers Liability Insurance Coverage
Employment Practices Liability Insurance Coverage
Employers' Liability Stop Gap Insurance Coverage
American Business Coverage (Section II)
Farm Liability Coverage

A. The following definitions are added and apply under this endorsement:

1. **Terrorism** means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. **Any Injury or damage** means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal and advertising injury, injury, act, error or omission in the performance of professional services or environmental damage** as may be defined in any applicable Coverage Part or Policy.

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This form must be attached to Change endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy.



Secretary



President

B. The following exclusion is added:

EXCLUSION OF TERRORISM

This insurance does not apply to **any injury or damage** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. **Any injury or damage** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism**:

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any **terrorism** exclusions; or
6. Fifty (50) or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **terrorism** which occur within a seventy-two (72)-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in paragraphs B.5. or B.6. are exceeded.

With respect to this exclusion, paragraphs B.5. and B.6. describe the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of **terrorism**, there is no coverage under this Coverage Part or Policy.

In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to **any injury or damage** that is otherwise excluded under this Coverage Part or Policy.

All other terms and conditions

Exclusion Of Terrorism – 145925 01 06

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Crime Coverage Part(s)
Commercial Inland Marine Coverage Part(s)
Commercial Property Coverage Part(s)
Farm Coverage Part(s)
Standard Property Policy
American Business Coverage Policy - Section I

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part, Coverage Section or Policy:

State(s)	Coverage Form, Coverage Part, Coverage Section or Policy
California, Connecticut, Georgia, Hawaii, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Virginia, Washington, West Virginia, Wisconsin	Standard Property Policy, Commercial Property Coverage, American Business Coverage Policy – Section I, Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Farm Property - Farm Personal Property Coverage Form, Farm Property - Barns, Outbuildings And Other Farm Structures Coverage Form
California Maine Missouri Oregon Pennsylvania Rhode Island Wisconsin	Commercial Inland Marine Coverage, Mobile Agriculture Machinery and Equipment Coverage Form, Livestock Coverage Form

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

A. The following definition is added and applies under this endorsement wherever the term terrorism is in bold face.

Terrorism means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage, or your liability for loss or damage, caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism**. Such loss or damage, or your liability for loss or damage, is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of terrorism:**

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or
5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item **B.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **terrorism**, there is no coverage under this Coverage Form, Coverage Part, Coverage Section or Policy.

C. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If **terrorism** results in fire, we will pay for the loss or damage, or your liability for loss or damage, caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property or Property Insured. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form, or the Leasehold Interest Coverage Form, or the Net Leasehold Coverage Form.

D. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of **B.1.** or **B.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part, Coverage Section or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage, or your liability for loss or damage, which would otherwise be excluded under this Coverage Form, Coverage Part, Coverage Section or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

E. This endorsement is otherwise subject to all terms, conditions, provisions, and stipulations of the policy to which it is attached.

Economic or Trade Sanctions Compliance – 145985 06 14

Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

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Calculation of Premium – IL 00 03 09 08

This Endorsement Modifies Insurance Provided Under The Following:

Capital Assets Program (Output Policy) Coverage Part
Commercial Automobile Coverage Part
Commercial General Liability Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime And Fidelity Coverage Part
Employment-Related Practices Liability Coverage Part
Equipment Breakdown Coverage Part
Farm Coverage Part
Liquor Liability Coverage Part
Medical Professional Liability Coverage Part
Owners And Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Railroad Protective Liability Coverage Part

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

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Common Policy Conditions – IL 00 17 11 98

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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One of the **Fireman's Fund Insurance Companies** as named in the policy



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4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Nuclear Energy Liability Exclusion Endorsement (Broad Form) – IL 00 21 09 08

This Endorsement Modifies Insurance Provided Under The Following:

Commercial Automobile Coverage Part
Commercial General Liability Coverage Part
Farm Coverage Part
Liquor Liability Coverage Part
Medical Professional Liability Coverage Part
Owners And Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part
Railroad Protective Liability Coverage Part
Underground Storage Tank Policy

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

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2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

California Changes – IL 01 04 09 07

This endorsement modifies insurance provided under the following:

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Equipment Breakdown Coverage Part

Farm Coverage Part – Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions

Farm Coverage Part – Livestock Coverage Form

Farm Coverage Part – Mobile Agricultural Machinery And Equipment Coverage Form

Standard Property Policy

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following with respect to loss ("loss") or damage caused by fire:

We do not provide coverage to the insured ("insured") who, whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;
2. The Covered Property;
3. That insured's ("insured's") interest in the Covered Property; or
4. A claim under this Coverage Part or Coverage Form.

C. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following with respect to loss ("loss") or damage caused by a Covered Cause of Loss other than fire:

This Coverage Part is void if any insured ("insured"), whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

1. This Coverage Part;

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

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IL0104 09 07

President

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2. The Covered Property;
3. An insured's ("insured's") interest in the Covered Property; or

2. Business Income (Without Extra Expense) Coverage Form CP 00 32;

is replaced by the following:

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

California Changes – Cancellation And Nonrenewal - IL 02 70 09 12

This endorsement modifies insurance provided under the following:

Capital Assets Program (Output Policy) Coverage Part
Commercial Automobile Coverage Part
Commercial General Liability Coverage Part
Commercial Inland Marine Coverage Part
Commercial Property Coverage Part
Crime And Fidelity Coverage Part
Employment-Related Practices Liability Coverage Part
Equipment Breakdown Coverage Part
Farm Coverage Part
Liquor Liability Coverage Part
Medical Professional Liability Coverage Part
Pollution Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

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- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the Cancellation Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
 - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or

deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earth quake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
 - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in

Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

Amendment of Policy - Additional Condition - IL 70 05 12 96

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

American Business Coverage

Commercial General Liability

Automobile

Crime

Inland Marine

Farm Property

Farm Liability

You and we agree to add this condition to the policy:

Two or More Policies Issued By Us

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For General Liability or Automobile: we will not provide coverage after the aggregate Limit of Insurance that applies under any one policy:
 - a. has been exhausted; or
 - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

IL7005 12-96

Single Per-Occurrence Deductible – 134216 11 10

Policy Amendment

This endorsement modifies insurance provided under the following:

Commercial Automobile Coverage Part

Commercial Crime Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Farm Property Coverage Part

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions

Mobile Agricultural Machinery And Equipment Coverage Form

Livestock Coverage Form

The DEDUCTIBLE clause, under Section E. in the FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS - FP 00 90, is deleted and replaced by the following:

E. Deductible

We will not pay for loss, damage or expense in any one occurrence until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Declarations. We will then pay the amount of loss, damage or expense in excess of that Deductible, up to the applicable Limit of Insurance or Special Limit of Insurance.

In the event that you sustain, from the same occurrence, losses, damages or expenses in excess of the applicable Deductibles under two or more Coverage Parts including Supplemental Coverages, only the highest applicable Deductible amount will apply.

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Fungi Limitation Endorsement – FP 90 17 01 02

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Farm Property – Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form
Farm Property – Farm Personal Property Coverage Form

Farm Property – Barns, Outbuildings and Other Farm Structures Coverage Form

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions

Farm Property – Disruption of Farming Operations (Income Loss and Expenses Coverage)

Causes of Loss Form – Farm Property

Multiguard Farm & Ranch Property Amendatory Endorsement

Coverage A – Dwelling – Extended Replacement cost with Building Code Upgrade Coverage

All Other Property or Inland Marine Coverage Forms, Sections, or Endorsements attached to this policy

1. The terms fungus and mold are deleted wherever they may appear in the coverage parts, coverage sections, forms, or endorsements described above and attached to this policy.
2. The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:
 - a. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of **fungi**, notwithstanding any other provision of this policy to the contrary. This includes the cost to test for, monitor, abate, mitigate, remove, dispose of, or remediate **fungi**.
 - b. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, event, material, product or building component, that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability or claim.
3. The following coverage extension is added:

Fungi

- a. If **fungi** is the result of a Covered Cause of Loss, we will pay, subject to the limitation in subsection 3.d. (below), for:
 - (1) Direct physical loss of or damage to Covered Property, or Property Insured; or
 - (2) Your liability for property of others;

At the premises shown in the Declarations, caused by or resulting from **fungi**. This includes the necessary and reasonable cost incurred to test for, monitor, abate, mitigate, remove, dispose of, or remediate **fungi**.

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One of the **Fireman's Fund Insurance Companies** as named in the policy



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- b. Coverage provided by this extension applies only if the presence of **fungi** is reported to us within 30 days of the occurrence of the covered loss that is alleged to have caused this condition.
- c. Coverage provided by this extension includes:
 - (1) The necessary additional living expenses you incur; or
 - (2) The actual fair rental value loss you sustain; or
 - (3) The actual loss of income and expenses you sustain; or
 - (4) Building Code coverage;

if the Coverage Section, policy Declarations, or an endorsement attached to this policy show that you have Loss of Use, Disruption of Farming Operations, or Dwelling Extended Replacement Cost with Building Code Upgrade Coverage .

- d. Regardless of any other limits or coverages stated in this policy, or the number of locations involved, the most we will pay under this coverage extension in any one occurrence or in the **annual aggregate** during the policy period is \$25,000. The provisions of this extension do not increase any Limits of Insurance provided by this policy.

4. Additional Definitions:

- a. **Annual Aggregate** means the most we will pay for all loss or damage arising from all occurrence(s) during any one Policy Period. **Annual aggregate** Limit(s) of Insurance are reduced by the amount of any paid loss insured under this coverage extension.

If the policy is written for a term of more than one year, we will apply the **annual aggregate** limit of insurance separately to each consecutive year of the Policy Period. If the policy is extended for a period of time that is less than a year, the **annual aggregate** from the prior term applies to the extended period of time.

- b. **Fungi** means all types of fungus, such as mildew and mold, and all of their resulting spores and byproducts, including mycotoxins and allergens. **Fungi** does not mean **Fungi** for human ingestion.

For purposes of the **Fungi** Coverage Extension, **fungi** is not considered a **pollutant**.

This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

Detrimental Code Exclusion – FP 90 18 01 02

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Farm Property – Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form

Farm Property – Farm Personal Property Coverage Form

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions

Causes of Loss Form – Farm Property

Disruption of Farming Operations (Income Loss and Expenses Coverage)

Mobile Agricultural Machinery and Equipment Coverage Form

Multiguard Farm & Ranch Property Amendatory Endorsement

Multiguard Farm and Ranch Agricover for Property

Multiguard Farm Computer Coverage

All Other Property, Inland Marine, or Crime Coverage Forms or Endorsements attached to this policy

The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:

1. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of **detimental code**, notwithstanding any other provision of this policy to the contrary.
2. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, or event that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability, or claim.
3. This exclusion applies regardless of who introduced the **detimental code**, even if the **detimental code** was introduced by your employees.

Definition:

Detimental code means any computer virus, program, routine, sub-routine, trojan horse, worm, script or code string that destroys, alters, or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the **detimental code** was introduced or acquired.

This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

Silica Particles Exclusion – California – 145917CA 06 04

Policy Amendment

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage
Liquor Liability Coverage
Owners and Contractors Protective Liability Coverage
Pollution Liability Coverage
Products/Completed Operations Liability Coverage
Railroad Protective Liability Coverage
Underground Storage Tank Liability Coverage
Farm Liability Coverage
American Business Coverage (Section II)
Garage Coverage (Section II)

The following exclusion is added:

This insurance does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, "Silica".

As used in this exclusion, the term "Silica" includes, but is not limited to, the actual or threatened exposure to, inhalation of or contact with, silicon dioxide, silica, silica products, silica fibers, silica dust, any other silica byproducts, and silica, whether alone or in combination with any substance, product or material.

Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



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145917 6-04CA



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Commercial General Liability Coverage Form – CG0001 04 13

Policy Amendment(s) Commercial General Liability

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III - Limits Of Insurance**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III – Limits Of Insurance;** and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

22. "Your work":

- a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

- b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

Communicable Disease Exclusion - CG 21 32 05 09

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:
Communicable Disease

Bodily injury or property damage arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- Testing for a communicable disease;
- Failure to prevent the spread of the disease; or
- Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:
Communicable Disease

Personal and advertising injury arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- Testing for a communicable disease;
- Failure to prevent the spread of the disease; or
- Failure to report the disease to authorities.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

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Abuse Or Molestation Exclusion - CG 21 46 07 98

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to **bodily injury, property damage or personal and advertising injury** arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

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California Changes CG 32 34 01 05

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part
Electronic Data Liability Coverage Part
Owners and Contractors Protective Liability Coverage Part
Pollution Liability Coverage Part
Products Withdrawal Coverage Part
Products/ Completed Operations Liability Coverage Part
Underground Storage Tank Policy

The term **spouse** is replaced by the following:

Spouse or registered domestic partner under California law.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

Complete Asbestos Exclusion - CG 70 93 12 92

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to asbestos, including, but not limited to:

- 1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **asbestos**;
- 2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **asbestos**;
- 3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **asbestos**; or
- 4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of **asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving **asbestos**.

As used in this exclusion, **asbestos** includes, but is not limited to the mineral **asbestos** in any form, whether or not the **asbestos** is:

- 1) A fiber, particle, or dust;
- 2) Contained in, or on, or incorporated into, products, goods or materials; or
- 3) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **bodily injury** or **property damage** that is caused by a sudden, abrupt striking by, or impact with, **asbestos**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

Exclusion - Designated Operations - CG 71 55 10 01

Policy Amendment(s) Commercial General Liability

Insured:

Policy Number:

Producer:

Effective Date:

Schedule

Description of Your Operations:

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This insurance does not apply to **Bodily Injury, Property Damage or Personal And Advertising Injury** arising out of your ongoing operations shown in the Schedule.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

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Exclusion – Migrant And Seasonal Agricultural Worker Protection Act - FL 01 16 09 94

Policy Amendment

This endorsement modifies insurance provided under the following:

Farm Liability Coverage Form

Farm Employers Liability And Farm Employees Medical Payments Insurance Endorsement

Basic Farm Premises Liability Endorsement

Broad Farm Premises Liability Endorsement

This insurance does not apply to damages awarded under:

- A. The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter **MSAWPA**);
- B. Any law, due to violation of the MSAWPA; or
- C. Any regulation promulgated pursuant to the MSAWPA.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary

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Exclusion – Employment-Related Practices - FL 10 01 09 94

This endorsement modifies insurance provided under the following:

Farm Liability Coverage Form

Personal Liability Endorsement

Farm Employers Liability And Farm Employees Medical Payments Insurance Endorsement

A. The following exclusion is added to the Exclusions under:

1. Coverage H in the Farm Liability Coverage Form;
2. Coverage A in the Personal Liability Endorsement; and
3. Farm Employers Liability (Section I) in the Farm Employers Liability and Farm Employees Medical Payment Insurance Endorsement:

This insurance does not apply to **bodily injury** to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to the Exclusions under:

1. Coverage I in the Farm Liability Coverage Form; and
2. Coverage B in the Personal Liability Endorsement:

This insurance does not apply to **personal injury** to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of **personal injury** to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

War Liability Exclusion FL 10 20 12 02

This endorsement modifies insurance provided under the following:

Farm Liability Coverage Form
Personal Liability Endorsement

A. The following exclusion is added to:

1. Paragraph **2. Exclusions** of Section **I** – Coverage **H** – Bodily Injury and Property Damage Liability in the Farm Liability Coverage Form; and
2. Paragraph **A.2. Exclusions** of Coverage **A** – Bodily Injury And Property Damage Liability in the Personal Liability Endorsement:

WAR

Bodily injury or property damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. The following exclusion is added to Paragraph **2. Exclusions** of Section **I** – Coverages, Coverage **I** – Personal And Advertising Injury Liability in the Farm Liability Coverage Form:

WAR

Personal injury or advertising injury, however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Exclusion **g.** under Paragraph **2. Exclusions** of Section **I** – Coverage **J** – Medical Payments in the Farm Liability Coverage Form does not apply. Medical payments due to war are now subject to Exclusion **f.** of Paragraph **2. Exclusions** of Section **I** – Coverage **J** – Medical Payments since **bodily injury** arising out of war is now excluded under Coverage **H**.

D. The following exclusion is added to Paragraph **B.2. Exclusions** of Coverage **B** – Personal Injury Liability in the Personal Liability Endorsement:

WAR

Personal injury, however caused, arising, directly or indirectly, out of:

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1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Multiguard Farm and Ranch Liability Amendatory Endorsement
Extensions of Coverage - FL 84 01 08 13
Policy Amendment

This endorsement modifies insurance provided under the following:

Farm Liability Coverage Form
Personal Liability Endorsement
Commercial General Liability Coverage Form

A. Custom Farming Liability

1. If this endorsement is made part of a policy containing the Farm Liability Coverage Form:

Exclusion 2.j. is deleted and replaced by the following:

j. Custom Farming or Farm Management

Bodily Injury or property damage arising out of the **insured's** performance of, or failure to perform, **custom farming** operations or **farm management** operations.

But this exclusion will apply only when your receipts from **custom farming** operations or **farm management** operations exceed \$15,000 for the 12 months immediately preceding the date of the **occurrence**.

Exclusions 2.t. and 2.u. of Coverage H - BODILY INJURY AND PROPERTY DAMAGE LIABILITY do not apply to Custom Farming or Farm Management Liability to the extent that your receipts do not exceed \$15,000 for the 12 months immediately preceding the date of the **occurrence**.

B. Damage to Property of Others

1. If this endorsement is made part of a policy containing the Farm Liability Coverage Form:

Item 2. of ADDITIONAL COVERAGES, Damage to Property of Others is deleted and replaced by the following:

2. Damage to Property of Others

- a. We will pay, at replacement cost, up to \$1,000 per **occurrence** for **property damage** to property of others caused by an insured.
- b. But we will not pay for **property damage**:
 - (1) To the extent of any amount recoverable under another coverage of this or any other policy issued to you by us or any other insurer;

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- (2) Caused intentionally by an insured who is 13 years of age or older;
- (3) To property owned by or rented to an insured, a tenant of an insured, or a member of your household; or
- (4) Arising out of:
 - a. Professional services, or a **business** engaged in by the **insured**;
 - b. An act or omission in connection with any premises (other than an **insured location**) that are owned, rented or controlled by the insured; or
 - c. The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or any other motorized land conveyances.

The only exceptions are in **occurrence** of **property damage** involving motorized land conveyances designed for recreational use off public roads and neither:

- (1) Subject to motor vehicle licensing requirements; nor
- (2) Owned by an insured.

No other obligation to pay sums or perform acts or services is covered.

2. If this endorsement is made part of a policy containing the Personal Liability Endorsement:

Item D. ADDITIONAL COVERAGE - DAMAGE TO PROPERTY OF OTHERS is deleted and replaced by the following:

D. ADDITIONAL COVERAGE - DAMAGE TO PROPERTY OF OTHERS

We will pay, at replacement cost, up to \$1,000 per **occurrence** for **property damage** to property of others caused by an insured.

But we will not pay for **property damage**:

1. To the extent of any amount recoverable under another coverage of this or any other policy issued to you by us or any other insurer;
2. Caused intentionally by an insured who is 13 years of age or older;
3. To property owned by or rented to an insured, a tenant of an insured, or a member of your household; or
4. Arising out of:
 - a. Business pursuits;
 - b. An act or omission in connection with any premises (other than an **insured location**) that are owned, rented or controlled by the insured; or
 - c. The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or any other motorized land conveyances.

The only exceptions are in **occurrences** of **property damage** involving motorized land conveyances designed for recreational use off public roads and neither:

- i. Subject to motor vehicle licensing requirements; nor
- ii. Owned by an insured.

No other obligation to pay sums or perform acts or services is covered.

C. Liberalization Clause

1. If this endorsement is made part of a policy containing the Farm Liability Coverage Form:

Item 1. Liberalization of ADDITIONAL CONDITIONS is deleted and replaced by the following:

- a. If we adopt a change in our forms or rules which broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

2. If this endorsement is made part of a policy containing the Commercial General Liability Coverage Form:

a. The following clause is added to your policy:

(1) **Liberalization**

If we adopt a change in our forms or rules which broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

D. Supplementary Payments

1. If this endorsement is made part of a policy containing the Farm Liability Coverage Form:

Paragraphs b. and d. of item 1. Supplementary Payments - Coverages H and I, of ADDITIONAL COVERAGES, are deleted and replaced by (b) and (d) below:

(b) Up to \$500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage H applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit** including actual loss of earnings up to \$300 a day because of time off from work.

2. If this endorsement is made part of a policy containing the Commercial General Liability Coverage Form: Paragraphs 1.b. and 1.d. of Supplementary Payments - Coverages A and B, are deleted and replaced by (b) and (d) below:

(b) Up to \$500 for cost of bail bonds required because of the use of any vehicle to which the Bodily Injury and Property Damage Liability Coverage applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit** including actual loss of earnings up to \$300 a day because of time off from work.

E. Watercraft

1. If this endorsement is made part of a policy containing the Farm Liability Coverage Form:

Exclusion 2.f. Watercraft, under COVERAGE H – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, is deleted and replaced by the following:

f. Watercraft

Bodily injury or property damage arising out of:

- (1) Ownership by any **insured** of an excluded watercraft below; or
- (2) Maintenance, use, operation or **loading or unloading**, by any **insured** or any other person, of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor or are sailing vessels, whether owned by, rented or loaned to an **insured**. This exclusion does not apply to watercraft:

- (1) Owned by, rented or loaned to any **insured** if it has inboard or inboard-outdrive engines or motor power of 50 horsepower or less;
- (2) Borrowed by, rented or loaned to any **insured** if it has inboard or inboard-outdrive engines or motor power of more than 50 horsepower;
- (3) Owned by, rented or loaned to any **insured** if it has outboard engines or motors with 50 total horsepower or less; however, watercraft with more than 50 total horsepower are covered, if:
 - (a) you acquired them prior to the policy period and:
 - i. you declare them at policy inception; or

- ii. your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
- (b) You acquire them during the policy period.

This coverage applies for the policy period.

- (4) Borrowed by, rented or loaned to any **insured** if it has outboard engines or motors with more than 50 total horsepower;
- (5) Owned by, rented or loaned to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or less in overall length;
- (6) Borrowed by, rented or loaned to any **insured** if it is a sailing vessel, with or without auxiliary power.

This exclusion does not apply to **occurrences of bodily injury or property damage**:

- (1) That take place on the **insured location**; or
- (2) Sustained by a **residence employee** in the course of employment by any **insured**.

- 2. If this endorsement is made part of a policy containing the Personal Liability Endorsement:

Exclusion 2.h., under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, is deleted and replaced by the following:

- h. **Bodily injury or property damage** arising out of:

- (1) Ownership by any **insured** of an excluded watercraft below; or
- (2) Maintenance, use, operation or **loading or unloading**, by any **insured** or any other person, of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor or are sailing vessels, whether owned by, rented or loaned to an **insured**. This exclusion does not apply to watercraft:

- (1) Owned by, rented or loaned to any **insured** if it has inboard or inboard-outdrive engines or motor power of 50 horsepower or less;
- (2) Borrowed by, rented or loaned to any **insured** if it has inboard or inboard-outdrive engines or motor power of more than 50 horsepower;
- (3) Owned by, rented or loaned to any **insured** if it has outboard engines or motors with 50 total horsepower or less; however, watercraft with more than 50 total horsepower are covered, if:
 - (a) you acquired them prior to the policy period and:
 - i. you declare them at policy inception; or
 - ii. your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
 - (b) You acquire them during the policy period.

This coverage applies for the policy period.

- (4) Borrowed by, rented or loaned to any **insured** if it has outboard engines or motors with more than 50 total horsepower;
- (5) Owned by, rented or loaned to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or less in overall length;
- (6) Borrowed by, rented or loaned to any **insured** if it is a sailing vessel, with or without auxiliary power.

This exclusion does not apply to **occurrences of bodily injury or property damage**:

- (1) That take place on the **insured location**; or
- (2) Sustained by a **residence employee** in the course of employment by any **insured**.

F. Broadened Premise Legal Liability

1. If this endorsement is made a part of a policy containing the Farm Liability Coverage Form and Fire Damage Coverage under Coverage H is not otherwise excluded, the following applies:
 - a. The last paragraph of SECTION I – COVERAGE H, 2. Exclusions is deleted in its entirety and replaced by:

Exclusions c. through v. do not apply to damage by:

- (1) fire or lightning;
- (2) explosion; or
- (3) smoke, causing sudden and accidental loss or damage

to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section II - Limits of Insurance.

2. If this endorsement is made a part of a policy containing the Commercial General Liability Coverage Form and Damage to Premises Rented to You Coverage under Coverage A is not otherwise excluded, the following applies:

- a. The last paragraph of SECTION I – COVERAGE A, 2. Exclusions is deleted in its entirety and replaced by:

Exclusions c. through n. do not apply to damage by:

- (1) fire or lightning;
- (2) explosion; or
- (3) smoke, causing sudden and accidental loss or damage

to premises while rented to you temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

G. Pollution

If this endorsement is made part of a policy containing the Farm Liability Coverage Form:

Exclusion 2.c.(1).(a). is deleted and replaced by the following:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this subparagraph, (1).(a), does not apply to:

Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

Multiguard Farm & Ranch Liability Amendatory Endorsement - Common Policy Definitions - FL 84 02 08 13

Policy Amendment

This endorsement modifies insurance provided under the following:

Farm Liability Coverage Form

Personal Liability Endorsement

Basic Farm Premises Liability Endorsement

Commercial General Liability Coverage Form

A. Words and phrases that appear in bold type in this policy have meaning as defined in this endorsement. If these definitions appear elsewhere in the **DEFINITIONS** sections of the above referenced Coverage Forms or Endorsements, they are deleted and replaced by the following:

1. **Business** means a trade, profession, occupation, enterprise or activity, other than **farming, custom farming or farm management**, which is engaged in for the purpose of monetary or other compensation. However, if your **custom farming or farm management** receipts are over \$15,000 for the 12 months immediately preceding the date of the **occurrence**, and this policy is not endorsed to cover your **custom farming or farm management** operations, such operations will be considered a **business**.
2. **Farming** means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your farm premises, maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, **farming** does not include retail activity other than that described above.
3. **Mobile Equipment** means the following, including any attached machinery or equipment:
 - a. Bulldozers, forklifts and tractors designed for use principally off public roads;
Other farm machinery designed for use:
(1) Principally off public roads; and
(2) As implements for cultivating or harvesting;
 - b. Vehicles while on premises you own or rent;
 - c. Vehicles that travel on crawler treads, except that snowmobiles are **mobile equipment** only while on an **insured location** or any premises you own or rent.
 - d. Vehicles, whether self-propelled or not, which are permanently mounted:
(1) Power cranes, shovels, loaders, diggers or drills; or
(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

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- e. Vehicles not described in a., b., c., d. or e. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., d. or e. above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **motor vehicles**:

- (1) Equipment designed primarily for:
 - (a) Road maintenance, but not construction or resurfacing; or
 - (b) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- g. All-terrain vehicles while:
 - (1) traveling by the most direct route possible (without diversion of any kind) from one **insured location** to another **insured location**; and
 - (2) being used for **farming** purposes; and
 - (3) not being used for recreational purposes.
- 4. **Residence employee** means an **insured's** employee who performs duties in connection with the maintenance or use of the **residence premises**, including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the **business, farming, custom farming or farm management** of any **insured**.
- 5. **Custom Farming** means performance of specific planting, cultivating, harvesting or similar specific **Farming** operations by an insured, at a farm that is not a **farm premises**, when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But **custom farming** does not mean:

- (1) Operations conducted at a premises rented to, leased to or controlled by an insured; or,
- (2) Operations for which no compensation in money or goods is received; or,
- (3) A neighborly exchange of services; or,
- (4) Operations that provide farm laborers to be supervised by the farm owner.

- 6. **Farm Management** means managing the entire or partial farming operations of another entity for a fee, pursuant to a contract or agreement whether written or oral, whereby the farm manager directs and administers the total culture, care and/or harvest of the crop or farm operation. The farm manager will make all decisions relative to what, when and how all relevant farm operations will be conducted.

But **farm management** does not mean:

- (1) Operations conducted at a premises rented to, leased to or controlled by an insured; or,
- (2) Operations which include highly specialized activities that are conducted by installation, construction or consulting contractors; or,
- (3) Operations which provide farm laborers to be supervised by the farm owner.

- B. If the preceding words or phrases in bold type do not appear in the Coverage Forms or Endorsements shown above, then the corresponding definitions in this Amendatory Endorsement do not apply to that Coverage Form or Endorsement.

Farm Liability Coverage For Recreational Vehicles - FL 84 06 11 99

Policy Amendment

This endorsement modifies insurance provided under the following:

Farm Liability Coverage Form
Personal Liability Endorsement
Commercial General Liability Coverage Form

Schedule

A. Owned Recreational Vehicles (Excluding Watercraft and Trailers)

Item No.	Year Make Model	Identification Number C.C.'S OR C.I.'S	Horsepower
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B. Owned Recreational Vehicles – Watercraft

Item No.	Year Make Model	Identification Number	Length	Horsepower
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**Boat And Attached
Equipment**

Outboard Motor

Outboard Motor

C. Owned Recreational Vehicles – Trailers

Item No.	Year Make Model	Identification Number
----------	-----------------	-----------------------

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

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- A. Coverage of Bodily Injury and Property Damage and Medical Payments is extended to apply to **bodily injury** and **property damage** occurring off the **insured location** and arising out of the ownership, maintenance, use or **loading or unloading** of the **recreational vehicles** described in the Schedule and owned by the **insured**.
- B. With respect to these owned **recreational vehicles**, the definition of **insured** includes any person or organization legally responsible for a **recreational vehicle** owned by any **insured**; but it does not include a person or organization using or having custody or possession of a **recreational vehicle** without the permission of the owner.
- C. With respect to coverage provided under this endorsement:
 - 1. If your policy contains the Farm Liability Coverage:
 - a. Exclusions 2.e. and 2.f. under SECTION I - COVERAGES, COVERAGE H - BODILY INJURY AND PROPERTY DAMAGE LIABILITY do not apply to the coverage provided under this endorsement; and
 - b. Paragraph 3. of Section II - Limits of Insurance is deleted and replaced by the following:
 - 3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage H and
 - b. Medical expenses under Coverage J
- because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one **occurrence**.
- 2. If your policy contains the Personal Liability Endorsement, Exclusions 2.g. and 2.h.under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY do not apply to the coverage provided under this endorsement.
- 3. If your policy contains Commercial General Liability Coverage, Exclusion 2.g. under SECTION I - COVERAGES, Coverage A. Bodily Injury and Property Damage Liability does not apply to the coverage provided under this endorsement.

D. This coverage does not apply to a **recreational vehicle**:

- 1. While on a public roadway or highway in violation of law;
- 2. While used to carry persons for a charge;
- 3. While used for **business** purposes;
- 4. While rented to others; or
- 5. While being operated in, or in practice for, any prearranged or organized race, speed contest or other competition. However, this exclusion does not apply to sailing vessels, with or without auxiliary power.

E. If this endorsement applies to watercraft, the following additional exclusion is added:

1. This insurance does not apply:
 - a. with respect to watercraft with inboard or inboard-outdrive engine or motor power or sailing vessels:
 - (1) to **bodily injury** to any employee of an **insured** arising out of and in the course of employment by the **insured**, if the employee's principle duties are in connection with the maintenance or use of watercraft.
- F. Provided your policy covers **recreational vehicles** under this endorsement, you have coverage for additionally acquired or replacement **recreational vehicles**, if:
 1. During the policy period, you acquire ownership of the **recreational vehicle**, and you notify us in writing:
 - a. within 60 days following the date of acquisition; or
 - b. when this policy expires;whichever comes first.
- G. For the purposes of this endorsement, the following additional definitions are added:
 1. **Recreational vehicle** means (a) a self-propelled land or amphibious vehicle designed to be used for **farming** purposes or recreational purposes off public roads and not subject to licensing requirements for use on public roads, or (b) a trailer, whether subject to licensing requirements for use on public roads or not, specifically designed for and used to transport **recreational vehicles**.
 2. If your policy includes Commercial General Liability Coverage, **insured location** means the location identified as such in the Declarations of this policy.

All other terms and conditions of your policy continue to apply.

Basic Farm Premises Liability - FL 84 11 08 13

Policy Amendment

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Subject to the provisions of this endorsement, insurance under the Commercial General Liability Coverage Form applies with respect to liability arising out of the ownership, use or maintenance of **farm premises**. The terms ownership, use or maintenance include operations necessary or incidental to ownership, use or maintenance.

A. Coverage A - Bodily Injury and Property Damage Liability

1. The following exception is added to Exclusion 2.g.:
 - (6) An **auto** or item of **mobile equipment** involved in an **occurrence** on the **farm premises** and not subject to motor vehicle licensing requirements by reason of:
 - (a) Use exclusively on the **farm premises**; or
 - (b) Being kept in dead storage on the **farm premises**.
2. Exclusion 2.l. does not apply to operations necessary or incidental to the ownership, use or maintenance of the **farm premises**.
3. Unless the Declarations specify otherwise, the following exclusions are added:
 - p. **Bodily injury or property damage** arising out of the ownership, use or maintenance of any part of the **farm premises** that is:
 - (1) Used for nonagricultural business purposes; or
 - (2) Rented to others or held for rental by an insured for non-agricultural business or dwelling purposes.

This exclusion does not apply to:

 - (a) A residence rented to a person who occupies and farms the **farm premises**; or
 - (b) A residence occupied by no more than two roomers or boarders.
 - q. **Bodily injury or property damage** arising out of the ownership, use or maintenance of:
 - (1) Farm tools, farm tractors and trailers under contract to others for a charge;
 - (2) Draft animals or vehicles used with them:
 - (a) Under contract to others for a charge; or
 - (b) Used for route delivery.
 - (3) Saddle animals:
 - (a) Rented to others by or for an insured; or
 - (b) Used in practicing for or participating in any exhibition or contest.
 - r. **Property damage** arising out of any substance released or discharged from any aircraft.

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- s. **Bodily injury or property damage** arising out of the rendering of or failure to render professional services.

B. Coverage C - Medical Payments

The following is added to paragraph 2. Exclusions:

- i. To any person engaged in work usual or incidental to the maintenance or use of the **farm premises**.

The only exception to this exclusion are in **occurrences of bodily injury** sustained by a person on the **farm premises** in a neighborly exchange of assistance for which the insured is not obligated to pay any money.

C. Section II - Who Is an Insured

Paragraph 1. is replaced by the following:

1. If you are designated in the Declarations as:
 - a. An individual, you are an insured; and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your **farming** operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your **farming** operations. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

D. Additional Coverage - Custom Farming or Farm Management

1. Insurance under the Commercial General Liability Coverage Form also applies with respect to liability arising out of the insured's performance of or failure to perform **custom farming** operations or **farm management** operations for others for a charge under contract or agreement.

But this Additional Coverage will apply only if your receipts during the 12 months immediately preceding the date of the **occurrence** from such **custom farming** operations or **farm management** operations do not exceed \$15,000.

2. Exclusions 2.j.(5), 2.j.(6), 2.l. and 2.m. under Coverage A do not apply with respect to this Additional Coverage as described and limited in D.1., above.

E. Section V - Definitions

1. The following definitions are added:

- a. **Custom Farming** means performance of specific planting, cultivating, harvesting or similar specific **Farming** operations by an insured, at a farm that is not a **farm premises**, when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But **custom farming** does not mean:

- (1) Operations conducted at a premises rented to, leased to or controlled by an insured; or,
- (2) Operations for which no compensation in money or goods is received; or,
- (3) A neighborly exchange of services; or,
- (4) Operations that provide farm laborers to be supervised by the farm owner.

b. **Farm management** means managing the entire or partial farming operations of another entity for a fee, pursuant to a contract or agreement whether written or oral, whereby the farm manager directs and administers the total culture, care and/or harvest of the crop or farm operation. The farm manager will make all decisions relative to what, when and how all relevant farm operations will be conducted.

But **farm management** does not mean:

- (1) Operations conducted at a premises rented to, leased to or controlled by an insured; or,
- (2) Operations which include highly specialized activities that are conducted by installation, construction or consulting contractors; or,
- (3) Operations which provide farm laborers to be supervised by the farm owner.

c. **Farm premises** means the location identified as such in the Declarations and operated for **farming** purposes, and includes the following, provided they are not used or held for rental or for business purposes other than **farming**:

- (1) Buildings used as residences;
- (2) Garages;
- (3) Stables; and
- (4) Individual or family cemetery plots or burial vaults.

2. The definitions of **employee**, **leased worker**, **temporary worker** and **volunteer worker**, as shown in Section V – Definitions of the Commercial General Liability Coverage Form, do not apply to the insurance provided under this endorsement.

California Changes - Workers' Compensation Residence Employees

FL 84 88 02 96R

Policy Amendment

This endorsement modifies insurance provided under the following:

Farm Liability Coverage Form

Personal Liability Endorsement

Commercial General Liability Coverage Form

Coverage K: Residence Employees Workers Compensation

1. Insuring Agreement

With respect to covered **residence employees**, we will pay all benefits required of an **insured** by the California **Workers Compensation Law**. As used in this endorsement, **workers compensation law** means the workers or workmen's compensation law and occupational disease law of the State of California.

This workers compensation insurance applies only to **bodily injury** that occurs during the policy period. If the **bodily injury** is a disease, it must be caused or aggravated by the conditions of the **residence employee's** employment by the **insured**.

A **residence employee** is covered if during the 90 calendar days immediately before the date of injury the **residence employee** has:

- a. Actually been engaged in such employment by the **insured** for no less than 52 hours; and
- b. Earned no less than one hundred dollars (\$100) in wages.

2. Exclusions

This insurance does not apply:

- a. to liability for additional compensation imposed on an **insured** under Sections 4553 and 4557, Division IV, Labor Code of the State of California, because of the serious and willful misconduct of an **insured**, or because of **bodily injury** to an employee under 16 years of age and illegally employed at the time of injury.
- b. to liability for **bodily injury** arising out of **farming, custom farming** or any **business** pursuits of an **insured**.

3. Additional Conditions

- a. We will be directly and primarily liable to any **residence employee** of an **insured** entitled to the benefits of the California Workers' Compensation Law.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

- b. As between the **residence employee** and us, notice to our knowledge of the **occurrence** of the injury on the part of an **insured** will be deemed notice or knowledge on our part.
- c. The jurisdiction of an **insured** will, for the purpose of the law imposing liability for compensation, be our jurisdiction.
- d. we will be subject to the orders, findings, decisions or awards rendered against an **insured**, under the provisions of the law imposing liability for compensation, subject to the provisions, conditions and limitations of the policy. This policy will govern as between an **insured** and us as to payments by either in discharge of an **insured's** liability for compensation.
- e. The **residence employee** has a first lien upon any amount that we owe you on account of this insurance. In case of your legal incapacity or inability to receive the money and pay it to the **residence employee**, we will pay it directly to the **residence employee**. Your obligation to the **residence employee** will be discharged to the extent of such payment.

Coverage L: Employers Liability Insurance

1. Insuring Agreement

We will pay on behalf of an **insured** all damages for which the **insured** is legally liable because of **bodily injury** sustained by a **residence employee**. The **bodily injury** must be caused by accident or disease and arise out of and in the course of employment by the **insured** while:

- a. In the United States of America, its territories or possessions, or Canada; or,
- b. Temporarily elsewhere if the **residence employee** is a citizen or residence of the United States or Canada.

This insurance applies only to **bodily injury** that occurs during the policy period. If the **bodily injury** is a disease, it must be caused or aggravated by the conditions of the **residence employee's** employment by the **insured**.

A **residence employee** is covered if during the 90 calendar days immediately before the date of injury the **residence employee** has:

- 1. Actually been engaged in such employment by the **insured** for no less than 52 hours; and
- 2. Earned no less than one hundred dollars (\$100) in wages.

2. Exclusions

This insurance does not apply:

- a. to any **suit** brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.
- b. To liability for additional compensation imposed on an **insured** under Sections 4553 and 4557, Division IV, Labor Code of the State of California, because of the serious and willful misconduct of an **insured**, or because of **bodily injury** to an employee under 16 years of age and illegally employed at the time of injury.
- c. To liability for **bodily injury** arising out of **farming, custom farming** or any **business** pursuits of an **insured**.
- d. To liability assumed by the **insured** under any contract or agreement.
- e. To **bodily injury** by disease unless a written claim is made or **suit** brought against the **insured** within 36 months after the end of the policy period.

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- f. To any obligation under a workers' compensation, unemployment or disability benefits law or any similar law.

3. **Additional Coverage**

We will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under Coverage L. We will not pay for first aid to you or any other **insured**.

4. **Limits of Insurance**

Our total Limit of Insurance under Coverage L will not exceed \$100,000 for all damages because of **bodily injury**:

1. Sustained by one or more **residence employees** in any one accident; or
2. Caused by disease and sustained by a **residence employee**.

Our total Limit of Insurance under Coverage L will not exceed \$500,000 for all damages arising out of **bodily injury** by disease regardless of the number of **residence employees** who sustain **bodily injury** by disease.

5. **Additional Conditions**

- a. If this policy includes the Farm Liability Coverage Form:
 1. the Additional Coverage SUPPLEMENTARY PAYMENT - COVERAGES H AND I applies only to expenses, costs and interest, as described in the Farm Liability Coverage Form, arising out of **bodily injury** to which Coverage L applies.
 2. this insurance is subject all the conditions of this endorsement and to our agreement to defend the **insured** as provided under Coverage H - Bodily Injury and Property Damage Liability, but only with respect to **bodily injury** to which Coverage L applies.
- b. If this policy includes the Personal Liability Endorsement and the Commercial General Liability Coverage Form:
 1. the Supplementary Payments - Coverages A and B, apply only to expenses, costs and interest, as described in the Commercial General Liability Coverage Form, arising out of **bodily injury** to which Coverage L applies.
 2. this insurance is subject to all the conditions of this endorsement and to our agreement to defend the **insured** as provided under Coverages A and B - Bodily Injury and Property Damage Liability, but only with respect to **bodily injury** to which Coverage L applies.

Policy Conditions - Coverages K And L

1. If your policy contains the Farm Liability Coverage Form, this insurance is subject to all the conditions of this endorsement and the following conditions of the Farm Coverage Part:
 - a. In the Common Policy Conditions:
 - A. Cancellation
 - B. Changes
 - F. Transfer of Your Rights and Duties Under This Policy
 - b. In the Farm Liability Coverage Form:
 2. Duties in the Event of Occurrence, Claim or Suit

4. Legal Action Against Us
7. Transfer of Rights of Recovery Against Others to us.

2. If your policy contains the Commercial General Liability Coverage Form and the Personal Insurance Endorsement, this insurance is subject to all the conditions of this endorsement and the following conditions of the Commercial Coverage Form:

- a. In the Common Policy Conditions:
 - A. Cancellation
 - B. Changes
- F. Transfer of Your Rights and Duties Under This Policy

- b. In the Commercial General Liability Coverage Form:
 2. Duties in the Event of Occurrence, Claim or Suit
 3. Legal Action Against Us
 8. Transfer of Rights of Recovery Against Others to us.

Additional Conditions - Coverages K And L

With respect to the coverage provided by this endorsement, the following conditions are added:

1. Other insurance does not apply to any loss to which other valid and collectible Workers' Compensation or Employers' Liability Insurance applies.
2. Conformity to Statute

Terms of this insurance that are in conflict with the California Workers' Compensation Law are amended to conform to that law.

Limited Agricultural Pollution Amendment – FL 90 53 11 99

Policy Amendment

This endorsement modifies insurance provided under the following forms:

Farm Liability Coverage Form - FL0020;
Commercial General Liability Coverage Form - CG0001.

Schedule

Limited Agricultural Pollution Amendment Aggregate Limit: \$

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

Words and phrases that appear in bold face have special meaning. Refer to the DEFINITIONS section in the above named form that this endorsement is attached to. Words and phrases that appear in quotation marks have special meaning. Refer to the DEFINITIONS section of this endorsement.

A. The Pollution Exclusion described in the following coverage forms, if attached to your policy, is replaced by the Pollution Exclusion shown in B. below of this endorsement:

1. Farm Liability Coverage Form FL0020, Section I - Coverages, Coverage H - Bodily Injury and Property Damage Liability, 2. Exclusions, c. Pollution.
2. Commercial General Liability Coverage Form CG0001, SECTION I - COVERAGES, 2. Exclusions, f. Pollution.

B. POLLUTION EXCLUSION

This insurance does not apply to:

- (1) **Bodily Injury or Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - (a) At or from any premises, site or location which is or was at any time:
 - (i) Owned or occupied by; or
 - (ii) Rented or loaned to;

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any **insured**;

(b) At or from any premises, site or location which is or was at any time used by or for:

(i) Any **insured**; or

(ii) Others;

for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for:

(i) Any **insured**; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which:

(i) Any **insured**; or

(ii) Any contractors or subcontractors, working directly or indirectly on any **insured's** behalf, are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(2) Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of:

(a) **Pollutants** into any:

(i) Natural or man-made watercourse or body of water whether above or below ground;

(ii) Any well, spring, groundwater, aquifer; or

(iii) Any reservoir or other water storage facility, tank or receptacle of any kind; anywhere, at any time or under any circumstances; or

(b) Animal or poultry manure, excrement, waste, byproducts, or odors; or

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **pollutants**; or

(b) Claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this paragraph (3) does not apply to liability for damages because of **property damage** that the **insured** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

(4) However:

(a) AGRICULTURAL CHEMICAL DRIFT - Subsection (1)(a) above does not apply to damages because of **physical Injury** to persons, domestic animals or growing or harvested crops, if:

- (i) The **physical injury** was directly caused by actual above ground contact with **agricultural chemicals** that entered the air by some means other than discharge, dispersal, release or escape from aircraft;
- (ii) The contact takes place during an **accidental agricultural chemical drift**;
- (iii) The **accidental agricultural chemical drift** takes place during the Policy Period; and
- (iv) The **physical injury** becomes **manifest** within one year of the **accidental agricultural chemical drift**.

However, coverage under this subsection (4)(a) does not apply to **Physical Injury**:

- (i) Arising out of agricultural operations which are conducted in violation of any law, ordinance, rule, regulation or order including any law, ordinance, rule, regulation or order which requires the reporting of an application, escape, discharge, dispersal or release of any **agricultural chemical**;
- (ii) For which any **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement; or
- (iii) To any member of any **insured's** household or to anyone who applies **agricultural chemicals** on any **insured's** behalf.

(b) HAND SPRAYING - Subsections (1)(a) and (1)(d) above do not apply to **bodily injury** or **property damage** that is directly caused by the application by any **insured** of pesticides or herbicides provided that such application:

- (i) Is in or within 100 (one hundred) feet of your residence, farm buildings or farm structures or buildings used as residences on the **insured location**; and
- (ii) Meets all standards of any statute, ordinance, regulation and license requirement of all federal, state or local government which apply to those operations at the time of the application.

(c) HOSTILE FIRE - Subsections (1)(a) and (1)(d) above do not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**;

(d) MOBILE EQUIPMENT CARGO -

- (i) Subsections (1)(a) and (1)(d) above do not apply to **bodily injury** or **property damage** that directly results from the accidental discharge, dispersal, release or escape of **agricultural chemicals** or **fuels** while being transported by your:
 - (1) **Mobile equipment**; or
 - (2) **Auto** involved in an **occurrence** on the **insured location** that is not subject to motor vehicle licensing requirements by reason of its use exclusively at the **insured's insured location**; provided that Basic Farm Premises Liability form FL8411 is attached to this policy.
- (ii) Subsection (2)(a) above does not apply to **bodily injury** or **property damage** that directly results from the accidental discharge, dispersal, release or escape of **agricultural chemicals** or **fuels** while

being transported by your:

- (1) **Mobile equipment;** or
- (2) **Auto** involved in an **occurrence** on the **insured location** that is not subject to motor vehicle licensing requirements by reason of its use exclusively at the **insured's insured location**; provided Basic Farm Premises Liability form FL8411 is attached to this policy.

However, subject to the Limit of Insurance shown in the Schedule, the most we will pay for coverage provided by subsections (i) and (ii) is \$100,000 Aggregate. This limit is included within, and is not in addition to, the Limit of Insurance shown in the Schedule.

This subsection (e) does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the **agricultural chemicals** or **fuels**.

(e) **MOBILE EQUIPMENT FUELS** - Subsections (1)(a) and (1)(d) above do not apply to **bodily injury** or **property damage** arising out of the escape of **fuels** from **mobile equipment** or its parts if such **fuels** escape from a vehicle part designed to hold, store or receive them. This exception does not apply if:

- (i) The **fuels** are intentionally discharged, dispersed or released; or
- (ii) Such **fuels** are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released;

as part of the operations being performed by such **insured**, contractor or subcontractor.

(f) **PAINT OVERSPRAY** - Subsection (1)(a) above does not apply to:

- (1) **Property damage** directly caused by the overspray of paint, varnish or sealant from the **insured location**; or
- (2) **Bodily injury** directly caused by fumes, vapor, or gasses from the application of paint, varnish or sealant at the **insured location**; but this exception does not apply to those fumes, vapors or gases composed of or containing lead.

(g) **SET FIRE** - Subsection (1)(a) above does not apply to **bodily injury** or **property damage** caused by reduced visibility resulting from heat, smoke or fumes from a fire if the fire:

- 1) Is set by the **insured** on the **insured location**;
- 2) Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
- 3) Is not set in violation of any ordinance or law.

(h) **TANK ABOVE GROUND** - Subsection (1)(a) does not apply to **bodily injury** or **property damage** that is directly caused by the accidental discharge, dispersal, release or escape of **agricultural chemicals** that are stored in a lawful manner in a container or system, including any ducts, pipes or other apparatus used therewith, the volume of which is now or was at any time no more than ten (10) percent beneath the surface of the ground. Provided that the discharge, dispersal, release or escape of **agricultural chemicals** is:

- (1) Instantaneous and demonstrable as having first commenced at a specific time and day during our policy period; and all interrelated, repeated, or continuous discharges, dispersals, releases, or escapes of **agricultural chemicals** under the policy shall be deemed a single **Occurrence** that begins at the

commencement of the first discharge, dispersal, release or escape of **agricultural chemicals**; and

(2) Known by any **insured** within seven (7) calendar days of its first commencement and any **insured** reports it to us within thirty (30) days of its first commencement.

(5) **DEFINITIONS** - As used in this Pollution Exclusion:

(a) **Accidental Agricultural Chemical Drift** means an airborne escape of **agricultural chemicals** from where you intend them to be, into the air during their application for agricultural purposes. It must take place:

(i) At or from an **insured location**; or

(ii) While your **agricultural chemicals** are being transported by **mobile equipment** from one **insured location** to another.

An **accidental agricultural chemical drift** ceases as soon as the chemicals are no longer airborne.

(b) **Agricultural Chemical** means any pesticide, insecticide, miticide, rodenticide, herbicide, fungicide, fertilizer or plant nutrients which is used by or on behalf of you in usual and normal agricultural operations; provided that such are:

(i) Governmentally approved for current use;

(ii) Used as they were designed to be used; and

(iii) Fit for the original purposes or uses for which they were intended.

Agricultural chemical does not mean living plants, bacteria, viruses, animals or animal parts, waste or excrement.

(c) **Auto:**

(i) Means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**; or

(ii) Has the meaning used for **motor vehicle** in Farm Liability Coverage Form FL0020 if such form is attached to this policy.

(d) **Fuels** means fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment**, **autos** or **motor vehicles** or their parts.

(e) **Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

(f) **Insured** has the meaning used in:

(i) Farm Liability Coverage Form FL0020 if such form is attached to this policy; or

(ii) Section II of Commercial General Liability Coverage Form CG0001 if such form is attached to this policy.

(g) **Insured Location:**

(i) Has the meaning used in Farm Liability Coverage Form FL0020 if such form is attached to this policy;

or

(ii) Means the premises identified in the Declarations and operated for **farming** purposes, and includes the following provided they are not used or held for rental or for business purposes other than **farming**

- (1) Buildings used as residences;
- (2) Garages;
- (3) Stables; and
- (4) Individual or family cemetery plots or burial vaults;

if Basic Farm Premises Liability form FL8411 is attached to this policy.

(h) **Manifest** means to be known or readily demonstrable.

(i) **Motor vehicle** has the meaning used in Farm Liability Coverage Form FL0020 if such form is attached to this policy.

(j) **Physical Injury** means:

- (i) Physical injury, sickness or disease sustained by a person, including death or mental anguish at any time resulting from such physical injury, sickness or disease;

- (ii) Physical injury, sickness, disease or damage to domestic animals or growing or harvested crops; or

- (iii) Loss of use of domestic animals or growing or harvested crops which arises out of contamination by an **accidental chemical drift**.

(k) **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

C. LIMIT OF INSURANCE

With respect to **bodily injury**, **property damage**, or **physical injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

1. The following is added to Section II (Section III in form CG0001 if such form is attached to this policy) - Limits of Insurance:

Subject to the General Aggregate Limit shown in the Declarations, the Limited Agricultural Pollution Amendment Aggregate Limit shown in the Schedule is the most we will pay for the sum of:

- a. Damages under Coverage H (Coverage A in form CG0001 if such form is attached to this policy); and
- b. Medical expenses under Coverage J (Coverage C in form CG0001 if such form is attached to this policy);

regardless of the number of **insureds**, claims made or **suits** brought, or persons or organizations making claims or bringing **suits**.

2. The Each **Occurrence** Limit shown in the Declarations does not apply. Therefore, Paragraph 3. of Section II (Paragraph 5. of Section III in form CG0001 if such form is attached to this policy) - Limits of Insurance is deleted.

3. Paragraph 6. of Section II (Paragraph 7. of Section III in form CG0001 if such form is attached to this policy) - Limits of Insurance is replaced by the following:

Subject to the Limited Agricultural Pollution Amendment Aggregate Limit, the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage J (Coverage C in form CG0001 if such form is attached to this policy) for all medical expenses because of **bodily injury** sustained by any one person.

All other terms and conditions of the policy remain unchanged.